

Norman E. Lehrer, Esquire
NORMAN E. LEHRER, P.C.
1205 North Kings Highway
Cherry Hill, NJ 08034
856.429.4100
Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE

DEDICATION TO DETAIL, INC.,	:	
	:	
Plaintiff,	:	CIVIL ACTION NO. 05-
	:	
v.	:	COMPLAINT
	:	
BUFF AND SHINE	:	
MANUFACTURING, INC.,	:	
	:	
Defendant.	:	

Plaintiff, for its complaint against Defendant, alleges and avers as follows:

THE PARTIES AND JURISDICTION

1. Plaintiff, Dedication to Detail, Inc. (hereinafter "DEDICATION"), is a Pennsylvania corporation, having a place of business at 777 Henderson Boulevard, Folcroft, Pennsylvania 19032.

2. On information and belief, Defendant, Buff and Shine Manufacturing, Inc. (hereinafter "BUFF & SHINE"), is a California corporation, having a place of business at 2139 E. Del Amo Boulevard, Rancho Dominguez, California 90220.

3. This Court has jurisdiction over this complaint under 28 U.S.C. §1331 and 28 U.S.C. §1338(a) in that the cause of action arises under the Patent Laws of the United States and, particularly, 35 U.S.C. §271. Jurisdiction is also proper 28 U.S.C. §1332 in that the parties are citizens of different states and the amount in controversy exceeds the value of \$75,000 exclusive of interest and costs.

4. Paragraphs 1-3 are repeated and realleged as if fully stated herein.

COUNT I - DESIGN PATENT INFRINGEMENT

5. DEDICATION is the exclusive licensee of U.S. Design Patent No. D 367,734 entitled “Foam Polishing Pad” which duly and legally issued on March 5, 1996 (hereinafter the “Patent”). The Patent is in full force and effect.

6. In contravention to 35 U.S.C. §271, BUFF & SHINE has willfully and deliberately, infringed the Patent by making, using, selling and/or offering to sell, or causing others to make, use, sell and/or offer to sell, products embodying the invention of the claim of the Patent without the authority or license of DEDICATION.

7. DEDICATION has enjoyed commercial success throughout the United States for its foam polishing pad made in accordance with the Patent and this enjoyment is being damaged and will continue to be damaged by the infringing activities of BUFF & SHINE complained of herein.

COUNT II - BREACH OF CONTRACT

8. Paragraphs 1-7 are repeated and realleged as if fully stated herein.

9. This is the third suit between the parties concerning the Patent. In March 1996 and again in May 1998 suit was brought by DEDICATION against BUFF & SHINE in this judicial district for infringement of the Patent.

10. Both previous cases were terminated when BUFF & SHINE agreed in writing to discontinue all manufacture and distribution of products falling within the scope of the Patent.

11. By resuming the distribution of foam polishing pads covered by the Patent, BUFF & SHINE has breached and continues to breach the agreements.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

A. That, pursuant to 35 U.S.C. §283, preliminary and final injunctions be issued enjoining Defendant, its officers, agents, servants, employees and all those persons in active concert or participation with them from further infringement of the Patent;

B. That, pursuant to 35 U.S.C. §284, Defendant account to Plaintiff for damages for all past infringement, including treble damages because of the willful nature of such infringement;

C. That, pursuant to 35 U.S.C. §285, Plaintiff be awarded costs and attorney's fees incurred in connection with this action;

D. That, pursuant to 35 U.S.C. §289, Defendant account to Plaintiff for the total extent of Defendant's profits resulting from Defendant's past infringement;

- E. That Plaintiff be awarded damages for Defendant's breach of contract; and
- F. That Plaintiff have such other and further relief as this Court deems just and proper.

NORMAN E. LEHRER, P.C.

By: /s/ Norman E. Lehrer
Norman E. Lehrer
Attorneys for Plaintiff